

By: Thompson

H.B. No. 2571

A BILL TO BE ENTITLED

AN ACT

relating to the exclusion of a residential tenant.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 92.0081, Property Code, is amended by amending Subsections (b), (c), (d), (h), and (i) and adding Subsection (k) to read as follows:

(b) A landlord may not intentionally prevent a tenant from entering the leased premises except by judicial process unless the exclusion results from:

(1) bona fide repairs, construction, or an emergency;

(2) removing the contents of premises abandoned by a tenant; or

(3) changing the door locks of a tenant who is delinquent in paying at least part of the rent and refuses to discuss the delinquency with the landlord.

(c) If a landlord or a landlord's agent changes the door lock of a tenant who is delinquent in paying rent, the landlord or the landlord's agent must place a written notice on the tenant's front door stating:

(1) an on-site location where the tenant may go 24 hours a day to obtain the new key or a telephone number that is answered 24 hours a day that the tenant may call to have a key delivered within two hours after calling the number;

(2) the fact that the landlord must provide the new key

1 to the tenant at any hour, regardless of whether or not the tenant
2 pays any of the delinquent rent; and

3 (3) the amount of rent [~~and other charges~~] for which
4 the tenant is delinquent.

5 (d) A landlord may not intentionally prevent a tenant from
6 entering the leased premises under Subsection (b)(3) unless:

7 (1) the landlord's right to change the locks because of
8 a tenant's refusal to discuss a rent delinquency with the landlord
9 is conspicuously placed in the lease;

10 (2) the tenant is delinquent in paying all or part of
11 the rent;

12 (3) in the seven days before the date the landlord
13 changes the door locks, the landlord has:

14 (A) made and documented three attempts to
15 communicate with the tenant about the rent delinquency by phone or
16 in writing;

17 (B) has not received a response from the tenant;
18 and

19 (C) has had no personal contact with the tenant;
20 and

21 (4) [~~(2)~~] the landlord has locally mailed not later
22 than the fifth calendar day before the date on which the door locks
23 are changed or hand-delivered to the tenant or posted on the inside
24 of the main entry door of the tenant's dwelling not later than the
25 third calendar day before the date on which the door locks are
26 changed a written notice stating:

27 (A) the earliest date that the landlord proposes

1 to change the door locks;

2 (B) the amount of rent owed [~~the tenant must pay~~
3 ~~to prevent changing of the door locks~~];

4 (C) the name, ~~[and]~~ street address, and phone
5 number of the individual to whom, or the location of the on-site
6 management office at which, the delinquent rent may be discussed or
7 paid during the landlord's normal business hours;

8 (D) the tenant's ability to avoid a lockout by
9 contacting the landlord to discuss the rent delinquency or paying
10 the delinquent rent; and

11 (E) the tenant's right to receive a key to the new
12 lock at any hour, regardless of whether the tenant pays the
13 delinquent rent.

14 (h) If a landlord violates this section, the tenant may:

15 (1) either recover possession of the premises or
16 terminate the lease; and

17 (2) in addition to any other remedy provided by law,
18 recover from the landlord a civil penalty of one month's rent plus
19 \$1,500, actual damages, court costs, and reasonable attorney's fees
20 in an action to recover property damages, actual expenses, or civil
21 penalties, less any delinquent rent or other sums for which the
22 tenant is liable to the landlord.

23 (i) A landlord who knowingly or intentionally locks out or
24 threatens to lock out a tenant in violation of this section has
25 committed a false, misleading, or deceptive act or practice within
26 the meaning of Section 17.46, Business & Commerce Code, that is
27 actionable in a public or private suit brought under Subchapter E,

1 Chapter 17, Business & Commerce Code [~~If a landlord violates~~
2 ~~Subsection (f), the tenant may recover, in addition to the remedies~~
3 ~~provided by Subsection (h), an additional civil penalty of one~~
4 ~~month's rent]~~.

5 (k) A tenant may file a counterclaim against a landlord who
6 violates this section and files a forcible detainer suit. The
7 tenant may recover damages authorized by Subsection (h) subject to
8 severance by the court for good cause.

9 SECTION 2. The changes in law made by this Act to Sections
10 92.0081(b) and (d), Property Code, apply only to a lease agreement
11 or a renewal to a lease agreement entered into on or after the
12 effective date of this Act. A lease agreement or a renewal to a
13 lease agreement entered into before the effective date of this Act
14 is covered by the law in effect at the time the lease agreement or
15 the renewal to the lease agreement was entered into, and the former
16 law is continued in effect for that purpose.

17 SECTION 3. This Act takes effect September 1, 2007.